

# The Gazette of India

EXTRAORDINARY

PART I—Section 1

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MINISTRY OF COMMERCE AND INDUSTRY

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 13th January 1962

**SUBJECT:—***Import of Lubricants falling under S. Nos. 8/V, 17(a)/V and 20/V from the U.S.A. under the forthcoming DLF Loan—October 1961—March 1962 period.* ...

**No. 7-ITC(PN)/62.**—Attention of the importers is invited to paragraphs 2, 3 and 4 of Appendix 18 to the current Red Book, in terms of which quota licences for import of permissible types of lubricants falling under S. Nos. 8, 17(a) and 20 of Part V of ITC Schedule can be granted to established importers on an *ad-hoc* basis during the current licensing period—October 1961—March 1962.

2. It has now been decided that applications from established importers for the grant of quota licences for import of permissible types of lubricants falling under S. Nos. 8, 17(a) and 20 of Part V of ITC Schedule from the U.S.A. under the forthcoming DLF Loan will be considered by the Chief Controller of Imports and Exports, New Delhi and licences granted to them on a quota of 50 per cent of half of their best year's imports of these lubricants during the current October 1961—March 1962 licensing period subject to the terms and conditions as laid down in the Appendix to this Public Notice. Quota licences will be issued on receipt of intimations from established importers that they accept the terms and conditions indicated in the Appendix to this Public Notice. The minimum value of licence in an individual case will be Rs. 1,000 only. The provisions/conditions mentioned in Appendix 18 of the current Red Book which are ordinarily applicable to the grant of licences to established importers will also be applicable to the grant of *ad-hoc* licences to established importers for import from U.S.A. only under this Public Notice. These licences will be in addition to the normal quota licences which may be issued to established importers for import of lubricants from free resources during the current October 1961—March 1962 licensing period.

3. Applications for grant of quota licences for import of permissible types of lubricants falling under S. Nos. 8, 17(a) and 20 of Part V of ITC Schedule from the U.S.A. under the forthcoming D.L.F. Loan should be superscribed as "Under DLF Loan" and should be made in the usual form and manner. The established importers should address their applications complete in all respects to Shri R. B. Sen Gupta, Deputy Chief Controller of Imports and Exports, Office of the Chief Controller of Imports and Exports, Udyog Bhavan, New Delhi, with a copy to the Ministry of C. & I. (Aid Section) so as to reach him latest by the 12th of February, 1962

## APPENDIX TO PUBLIC NOTICE NO. 7-ITC(PN)/62, DATED 13TH JANUARY, 1962

*Terms and conditions governing the issue of licences for Lubricants attached with Licence No. \_\_\_\_\_ dated \_\_\_\_\_.*

(i) The licence will be valid for the import of permissible types of Lubricants of U.S.A. origin and from the U.S.A. only. The lubricants to be imported under this licence should, therefore, have their origin in U.S.A., be procured from U.S.A. and must be shipped from U.S.A. ports. All contracts for supply should be entered into with the U.S.A. suppliers only.

(ii) Before placing or agreeing to place any order of \$5,000 or more under the licence for Greases falling under S. No. 8/V and Mineral Oils falling under S. No. 17(a)/V of the I.T.C. Schedule, the licensee shall fully execute the attached form (Annexure VIII) titled "Notice to U.S. Business regarding proposed procurement of goods" and shall submit it in triplicate to the Ministry of Commerce and Industry (Aid Section) within 15 days of the receipt of the licence for approval. To the extent possible specifications according to U.S. standards shall be indicated for all items sought to be imported; and where U.S. specifications are not known full description of the goods should be given. These details should be given in the English language. In the case of reports relating to procurement of proprietary items—i.e. items for which orders must be placed on the original supplier for technical reasons or items for which the purchaser is a franchised dealer or processor, the importer may apply through the Ministry of Commerce and Industry (Aid Section) to the Chief, Loan Operations, South Asia, Department of State, Agency for International Development, Washington, 25, D. C., while submitting the report, for a waiver of the waiting period.

The importer is cautioned that splitting orders to reduce each order to a value of less than \$5,000 for the purpose of evading the requirement for reporting to the D.L.F. Washington, will be a cause for the immediate cancellation of the licence.

The importer shall not place or agree to place any order with the suppliers in an amount exceeding \$5,000 under the Import Licence until 30 days have elapsed from the time that the report reaches the D.L.F. In pursuance of this, on submission by the importers of the reports, the Importers will be advised by the Ministry of Commerce and Industry the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communications from the Ministry of Commerce and Industry the Importers may finalise orders with their suppliers.

(iii) Payments against the import licences may be made by the importers through authorised dealers in foreign exchange in India in the normal manner. The importers shall indicate in their contracts with U.S. suppliers that certain documents have to be submitted by the supplier to the importers; these documents are indicated later, under Annexure I and would have to be submitted along with a copy each of the relevant purchase order and the receipts for payment, by the importers to the Ministry of Finance (Economic Affairs Department), New Delhi.

(iv) The lubricants to be imported under this licence should be shipped from the U.S.A. ports by the 31st December, 1962, at the latest. Within a fortnight of the placement of orders, a report should be sent to the Ministry of Commerce and Industry (Aid Section), New Delhi, supported by the following information/documents:—

- (a) No., date and value of the licence;
- (b) Value of the order placed and accepted by the supplier;
- (c) Name and address of the supplier;
- (d) General description of the lubricants to be imported
- (e) A copy of the order placed on the supplier and of his acceptance.

Any change in the terms of the order should be intimated promptly to the Ministry of Commerce and Industry (Aid Section), New Delhi.

(v) Before placing or agreeing to place any order with the U.S. suppliers under the import licence, the licensee should obtain and consider quotations from a reasonable selection of the U.S. suppliers. The order as finalised should conform to the provision of the first sentence of clause (vi) below.

(vi) The lubricants should be procured at reasonable prices which should normally approximate the lowest competitive export market price, quality, time and cost of delivery and other factors considered. The prices at which contracts are concluded by the importer will be subject to check by the Indian Government. Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation.

(vii) The lubricants imported under this import licence shall be used only for the purposes for which the import licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government. The importer shall promptly furnish to the Ministry of Commerce and Industry (Aid Section), New Delhi relevant information concerning details of purchase and the use of goods obtained under the import licence.

(viii) The lubricants may be shipped only on Indian and/or U.S. Flag Vessels. It should, however, be ensured that at least 50 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) is shipped on U.S. Flag Commercial Vessels to the extent such vessels are available at fair and reasonable rates for U.S. Flag Commercial Vessels. Freight charges in respect of goods transported on Indian Flag Vessels shall be payable in rupees. If, however, U.S. vessels are not available at fair and reasonable rates, application for waiver of this condition should be sent duly supported by documentary evidence to the Ministry of Commerce and Industry (Aid Section), New Delhi. Any points of clarification should be sought from the Ministry of Commerce and Industry.

(ix) Marine Insurance may be effected either with U.S. or Indian Insurance Companies. In respect of insurance covered within Indian Insurance Companies, insurance premium shall be payable in rupees.

(x) Claims for deficiency in quality and specifications, for defective goods, short landings, damages, etc. with the suppliers/Steamer companies shall be settled only in dollars, the payment being remitted by the supplier/Steamer companies to the concerned Bank in India of the importer. Immediately upon the settlement of such claims the importer should notify the Ministry of Commerce and Industry (Aid Section) all the details of such payments. It is imperative that importers should receive the claims in India and should in no case arrange for their being credited to their accounts, if any, with the suppliers/shipping companies abroad. The Indian bank should furnish a certificate that the necessary foreign exchange earned in connection with the settlement of such claim has been received in India. A copy of the report to the Ministry of Commerce and Industry (Aid Section) and a copy of the certificate of the Indian Bank should be sent to the Ministry of Finance (Department of Economic Affairs). In addition, a quarterly statement as in the form enclosed (Annexure VI) should be rendered to the Ministry of Commerce and Industry (Aid Section).

(xi) The importer shall make arrangement with his suppliers to comply with the requirement regarding marking of the commodities imported as set out in Annexure II.

(xii) The importer shall maintain books and records adequate to identify the items financed under the loan; to disclose their cost and their use, to show the nature and extent of solicitation of prospective suppliers and the basis for the award of the contracts or orders involved; and to indicate the progress in their utilisation. Such books and records shall be maintained for as long a period as AID may indicate in the loan agreements or Implementation letter.

(xiii) The importers shall submit to the Ministry of Commerce and Industry (Aid Section), with copy endorsed to the Ministry of Finance (Department of Economic Affairs) quarterly reports for each calendar year giving details of (i) procurement and utilisation; and (ii) Ocean shipping in the forms attached as Annexures III, IV and V to this Public Notice. These reports shall be submitted within ten days after the expiry of the quarter under report.

(xiv) The importer should apprise the suppliers of any special provisions in the import licences which affect the suppliers in carrying out the transaction.

(xv) It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the importers and suppliers.

(xvi) The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences and for meeting the obligations under the agreement.

(xvii) *Breach or violation.*—Any breach or violation of the conditions set forth in the paras mentioned above will result in appropriate action under the Import/Export Control Act.

ANNEXURE I TO PUBLIC NOTICE NO. 7-ITC(PN)/62, DATED 13TH JANUARY 1962

*Documents Required from suppliers*

For cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account:

(1) One copy (or photostat) of the suppliers' detailed invoice showing quantity, description, gross sales price, net sales price (after deducting all discounts and purchasing agents' commissions applicable) basis of delivery (e.g., F.O.B. vessel, F.A.S.) of the goods or services, and either

- (a) Marked "paid" by the supplier, or
- (b) Endorsed by, or accompanied by a certificate of an officer of a banking institution indicating that payment has been made in the amount shown in the invoice.

(Where the suppliers' detailed invoice covered cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or local currency cost of ocean freight and related transportation charges and either (a) marked "paid" by the supplier of the ocean transportation or (b) endorsed by, or accompanied by a certificate of, an officer of a banking institution indicating that payment has been made in the amount shown on the invoice, if the bill of lading [required by sub-paragraph 4(a) of this paragraph] meets the requirements of this sub-paragraph no invoice is required).

(2) In the case of goods shipped from a free port or bonded warehouse, the suppliers should endorse on and/or attach to, the copy (or photostat) of the supplier's invoice, a statement indicating:

- (a) Shipment from either a free port or bonded warehouse in accordance with the facts; and
- (b) the country or area from which the goods were shipped into such free ports or bonded warehouse.

(3) Evidence of shipment:

- (a) Bill of lading or substitute. One copy (or photostat) of ocean or charter party bill of lading, or airway bill, or parcel post receipt.
- (b) Bank certificate for shipments from United States. In the case of any commodity shipped from the continental United States (excluding Alaska) a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt, and that either:

- (i) Shipment document sent by bank. The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt, dock receipt or domestic parcel post receipt (if in non-negotiable form showing that the commodity has been consigned to or is being held for a person or organization designated by the approved applicant); it has delivered or sent the same, in accordance with the instructions of the approved applicant to a person or organization designated by the approved applicant; and it has in its possession a written undertaking of such person or organization (1) to arrange for ocean shipment and to deliver to the banking institution a copy (or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (2) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver to the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity; or

- (ii) Shipment document held by bank. The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organization designated by the approved applicant against the written undertaking described (i) of this sub-division and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt except that if it becomes possible before any such instructions are received, it will proceed in accordance with (i) of this sub-division.

(4) Three copies of the "Supplier's Certificate" and "Invoice and Contract Abstract" in the annexed form (Annexure VII) signed by a responsible official of the supplier, covering the following:—

- (a) The cost of the commodity, including the costs of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
- (b) The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter.
- (c) The cost of ocean freight to be executed by the ocean carrier.
- (5) Such additional or substitute documentation as may be specified.

ANNEXURE II TO PUBLIC NOTICE No. 7-ITC(PN)/62, DATED 13TH JANUARY, 1962.

**Marking requirements:**

(i) Goods must carry an emblem designed for this purpose. This identification shall be affixed by metal plate, decalcomania, stencil label, tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trademark or company or brand name affixed by the producer the emblems on the shipping containers must be legible until they reach the consignee.

*Size of emblem.*—The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at reasonable distance,

(ii) Exception to the requirement.

Raw materials (including grain, coal petroleum, oil and lubricants) shipped in bulk, vegetable fibres packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, exempted from the marking requirements of this section.

(iii) The following guidance and interpretation is provided to ensure uniformity of interpretation by suppliers:

- (a) *Buildings, structures and major items of equipment confined to one site.*—A metal plate bearing the emblem is to be affixed in a suitable location on each structure, or emblems may be painted directly on to the structure, using good quality outdoor paints. The emblem to be applied to major items of equipments not confined to one site (such as automotive vehicles, railroad cars and engines, vessels dredges, bulldozers, graders, etc.) by means of waterproof paints or metal plates.
- (b) *Other items and packaged goods.*—Each item or shipping container will carry an emblem of the largest practicable size but at least as large as the suppliers' name or trade mark.

(iv) A list of U.S. suppliers of official emblems is attached.

The importer shall instruct his suppliers to comply with these requirements.

## DEVELOPMENT LOAN FUND

*List of U.S. Suppliers of Official Emblem*

The following firms have indicated that they stock this emblem in one form or another, or will produce it on order. This list is not to be regarded as restrictive in any way since obviously similar items can be produced by additional firms which are not known to this office. The names of such firms will, upon request, be added to subsequent lists.

J. M. Wright, Inc. 30N, Lasalle Street Chicago 2, Illinois 2530-18th St., San Francisco 10, 606 S. Hill St., Los Angeles 14.	Stock emblem in wide range of sizes, following forms : labels, decals, aluminium foil ; tags; stencils, shipping cards; adhesive tapes, stainless steel plates and aluminium plates, emblem etched, colored enamels overlaid and baked.
Unz & Company, Inc. 24 Beaver Street New York 4, New York.	Stocks emblem in wide range of sizes following forms: labels; decals; tags; stencils; shipping cards; aluminium plates emblem lithographed and baked varnished.
John Hughes Company 6119, Chillum Place, N.E. Washington 11, D.C.	Stock in various sizes; oil board stencils; adhesive tapes in rolls; hand duplicator, prints 2-color emblem at one application; labels.
North Shore Nameplate, Inc. Bank of Manhattan Building Bayside 61, New York.	Stocks pressure sensitive waterproof tape die out emblems on dispenser cards; pressure sensitive etched anodized aluminium foiled emblems; plastic tags.
Algeno Marking Equipment Co. 232 Pallsade Avenue Garfield, New Jersey.	Stock hand stamps which apply emblem in 2 colors, PA number and country, all at one application.
Harrison and Company 39 East 21st Street New York 10, New York.	Furnish plastic tags from stock.
Denney Tag Company West Chester, Pennsylvania.	Will produce tags only, of tag board and tag cloth, regular or wet strength, single or double eyelet.
U. S. Tag & Ticket Co. 2217-Robb Street Baltimore 18, Maryland.	Will produce tags only—similar to above.
Nite-Brite Sign Co. 140 James Street, Bridgeport 4, Connecticut.	Emblems for packing cases, 24" x 30" durable also "Scotchcal" emblems, variety of sizes both types pressure sensitive, require adhesive activator which is furnished with emblems.
American Decalcomania Co. 15th & New York Ave., NW, Wash 5 DC 4334 W. Fifth Ave., Chicago, 24, Ill.	Decals of various types, applied by water; cement heat, solvent, or Pressure.
McGregor Werner, Inc. 104 Connecticut Ave., N.W. Washington 9, D.C.	Aluminium foil emblems, labels, decals and shipping tags suppliers from stock, other items on order.
Kamuagraph Company Wilmington, 99 Delaware.	Various heat transfer types for use on cloth, metal or paper.
Jackmayer Label Corporation 855 Avenue of the Americas New York 1, New York.	Various heat transfer types for use on cloth, metal or paper.
Chase Bag Company 309 W. Jackson Blvd. Chicago 6, Illinois.	Bags; Burlap Cotton, Heavy duty paper, multi-wall, open mesh, canvas, etc., any size, with emblem printed in required colors.
Bemis Bros. Bag Co., Second Ave., & 51st Street, Brooklyn 32, New York.	Items similar to those in preceding listing.
Fulton Bag & Cotton Mills Post Office Box 198, New Orleans, 3 Louisiana.	Items similar to those in preceding listing.
Atlantic Bag Company, 429 S. Fifth Street, Brooklyn 11, New York.	Items similar to those in preceding listing.

Superior Bag and Burlap Co., 258 Browning Street, Norfolk, Virginia.	Items similar to those in preceding listing.
Consolidated Bag Co., 3435 Melvale Street, Philadelphia 34, Pennsylvania.	Items similar to those in preceding listing.
Maz Katz Bag Company, 312 S. New Jersey Street, Indianapolis 4, Indiana.	Items similar to those in preceding listing.
Cupples-Hesse Corporation, 4175 N. Kingshighway Blvd., St. Louis 15, Missouri.	Will supply tags on order.
Flman Labels, Inc., 1122 Vermont Ave., N.W. Washington 5, D.C.	Will produce labels, tags and decals, on order.
Aetna Decal, & Process Corpn. 1023 Clinton Street, Hoboken, New Jersey.	Will supply decals, on order.
Decalcomania Mfg. Co., 10341 Venice Blvd., Los Angeles 34, Calif.	Will furnish decalcemanias and Scotchlite Reflective emblems from stock.
Weco Press 785 Blacko Avenue Belleville 9, New Jersey.	Will furnish labels (gummed or ungummed) on order.
Georg J. Mayar Co., Inc., 546 B., Market Street Indianapolis, Indiana.	Makes metal emblems, on order only.
American Emblem Co., Inc., P.O. Box 116, Utica 1, New York.	Makes metal emblems, on order only.
J. Ashton Green & Assoc. P.O. Box 2381 Custom House, New Orleans, Louisiana.	Labels, stickers, tags etc. from stock.
Walcott, 214 S. Spring Street, Los Angeles 12, Calif.	Supplies paper lables, various sizes from stock.
Miller Dial and Wame Plate Co., 4400 N. Temple City, Blvd. El Monte, California.	Will furnish metal foil emblems, or heavier type to order only.
Cloveland Metal Specialities Co., 1753, East, 21st Street, Cleveland 14, Ohio.	Will produce metal emblems, to order only.

## ADDENDUM TO LIST OF U.S. SUPPLIERS OF OFFICIAL EMBLEMS

Dashew Business Machines, Inc. 1145 Nineteenth St., N.W. Washington 6, D.C.	Alloyed aluminium tags and plated in a variety of sizes.
Morse Decals, Inc. 1215 E., 14th Street, Los Angeles, 21 Calif.	Heavily pigmented, silk-screened, water amount decals, on order.
Lehman Printing and Litho Co., 300 Second Street, San Francisco, Calif.	Will produce labels only, on order.
Mark' Amdy, Inc. 145 Grand Avenue Street, Louis 22, Missouri.	Will produce perforated pressure sensitive type in rolls, on order.
Milmar Lithograph, 1151 Folsom Street, San Francisco 3, Calif.	Supplies paper labels; small sizes, ungummed, from stock, other sizes on order.
United Decalcomania Co. Inc., 613 N. Milwaukee Ave., Chicago 22, Illinois.	Supplies Decals, tags, labels and shipping cards, on order only.
International Tag & Salesbook Co., Washington Bldg., Suit 422 Washington 5, D.C.	Tags of various types and sizes.
International Bag Company, 2841 Broadway, New York 25, N.Y.	Bags Burlaps, Cotton, heavy duty paper multi-wall, open mesh canvas, etc., any size.
Abacrome Incorporated, 455 West 45th Street, New York, 36 N.Y.	Furnishes emblem banners for ships.
Robert Leowenstein, 610 West, 110 Street, New York 25, N.Y.	Bags, Burlap, Cotton Heavy duty paper, multi-wall open mesh, canvas, etc. any size with emblem printed in required colours.
Amesh Harris Neville Company 2800 Seventeenth Street, San Francisco 10, Calif.	Bags, Burlap, Cotton, Multi-wall open, mesh, canvas etc., in many sizes carrying the I.C.A. emblems.

## ANNEXURE III TO PUBLIC NOTICE No. 7-ITC(PN)/62 DATED 13-1-1962

## RAW MATERIAL

Quarterly Procurement Report for the period.....to.....

Name of the Importer	Orders placed during this period \$	Cumulative placed \$	Orders	Deliveries made dur- ing this period \$	Cumulative deliveries made \$	Remarks
1	2	3	4	5	6	

## ANNEXURE IV TO PUBLIC NOTICE No. 7-ITC(PN)/62 DATED 13-1-1962

## SHIPPING STATEMENT

Shipments from United States during the quarter ending.....

.....  
Date of Report

Shipments on U.S. Flag Vessels

Invoice No. & Date	Name of Vessel & Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading Date	Description of Cargo	*FOB value of Cargo	Gross L. T. Weight	*Cost of Ocean Freight
1	2	3	4	5	6	7	8	9

TOTAL .

\*Expressed in U. S. Dollar Equivalents.



## SHIPPING STATEMENT

Shipments from United States during the Quarter ending.....

Shipments on Non-U.S. Flag Vessels								Date of Report
Invoice No. & Date;	Name of vessel & Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading date	Description of Cargo	*FOB Value of Cargo	Gross L. T. Weight	*Cost of ocean Freight
1	2	3	4	5	6	7	8	9
TOTAL								

\*Expressed in U. S. Dollar Equivalents.

ANNEXURE VI TO PUBLIC NOTICE No. 7-ITC(PN)/62 DATED 13TH JANUARY 1962

Ministry of.....

Statement showing the claims preferred and settled towards shortlandings, damages, etc. in respect of DLF Loans for the Quarter ending.....

Serial No.	Loan No.	Name of Importer	Nature of claim whether for short-landing or damages etc.	Reference to order/shipment to which the claim relates	Name of supplier/steamer Co. etc. in which claim has been preferred	Amount of claim preferred	Amount of claim recd. settled whether in rupees or foreign currencies to be indicated	Whether the amount in col. 8 has been received in India in U. S. Dollar/or other foreign currency to be specified	Remarks
1	2	3	4	5	6	7	8	9	10

## ANNEXURE VII TO PUBLIC NOTICE No. 7-ITC(PN)/62, DATED 13TH JANUARY 1962

*Development Loan Fund Supplier's Certificate*

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the underlying contract is to be paid out of funds made available by the United States under the Mutual Security Act, as in effect on the date hereof, and further certifies and agrees with The Development Loan Fund (D.L.F.) as follows:—

- (1) The supplier is entitled under said contract to the payment of the sum claimed and he will promptly make appropriate refund to D.L.F. upon request of the Development Loan Fund in the event of his non-performance, in whole or in part, under said contract, or for any breach by him of the terms of this certificate.
- (2) Adjustment refunds or credits arising out of the terms of the contract or the customs of the trade shall be made direct to the buyer, but the supplier will promptly notify the Development Loan Fund concerning any such adjustment refunds or credits, so that the Development Loan Fund may obtain appropriate refund from the borrower. If an adjustment results in an additional charge to the purchaser, the supplier will promptly notify the Development Loan Fund of such additional charge.
- (3) If the said contract is on a C&F (cost and freight) or a C.I.F. (cost, insurance and freight) basis, the supplier is entitled to payment of any ocean freight charges included in the sum claimed. The Supplier is entitled to payment of any ocean marine insurance premium charges included in the sum claimed.
- (4) The supplier is the producer, manufacturer, processor, or exporter of, or a regular dealer in, the commodity, or furnishes the service covered by said contract and has not employed any person to obtain said contract under any agreement for a commission, percentage, or contingent fee, except to the extent, if any, of the payment of a commission to a *bona fide* established commercial or selling agent employed by the supplier as disclosed on the reverse of this form.
- (5) The supplier has not given or received and will not give or receive by way of side payment, "Kickbacks," or otherwise any benefit in connection with said contract except as is disclosed on the reverse of this form, or as in the result of the adjustments referred to in Paragraph 2.
- (6) If the supplier is the producer, manufacturer or, processor of a commodity, said contract is not a cost plus a percentage of cost contract.
- (7) The supplier further certifies that to the best of his information and belief the purchase price does not exceed the export market price in the source country prevailing at the time of purchase.
- (8) The supplier further certifies that (a) the purchase price does not exceed the price charged by him in a comparable sale of the same or a similar commodity (b) he has allowed all discounts, including discounts for quantity purchase and prompt payment, customarily allowed his other customers similarly situated.
- (9) If the supplier furnishes only a service, he shall not be deemed to certify to paragraphs 7 and 8 but instead certifies that the rate indicated on the reverse of this form for the service rendered does not exceed the prevailing rate, if any, for similar services, or the rate paid to the supplier for similar services by other customers similarly situated.
- (10) The supplier has filled in the applicable portions of the invoice-and-contract abstract on the reverse hereof, certifies to the correctness of the information shown therein, and will furnish promptly to the

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Development Loan Fund at its request such additional information in such Form as the Development Loan Fund may require concerning price or any other details of the purchase.

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Date

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Authorised signature (see instructions)

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Title

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Place executed (City, State, Country).

NOTE.—(a) Any amendments, deletions of applicable provisions, or substitutions will invalidate this certificate. (b) False statements herein are punishable by United States law. (c) The word "Duplicate" must be written after signature on all signed copies other than the original.

ANNEXURE VII—*contd.*

## INVOICE AND CONTRACT ABSTRACT

*Invoice Information*

- |                                     |                                 |                    |   |
|-------------------------------------|---------------------------------|--------------------|---|
| 1. Loan Number.                     | 2. Invoice Amt. after discount. | 3. Source country. | 4. Gross Long Tons.   |
| 5. Vessel Name Bulk Berth Tanker.   | 6. Flag.                        | 7. Port of Exit.   | 8. Date B/L.  |
| 9. Commodity or Service in English. | 10. Invoice Date.               | 11. Quantity.      | 12 Quantity Unit.    13. Unit Price.  |
| 14. Shipping Terms.                 | 15. Supplier's Name, Address.   |                    | 16. Class of Supplier (check one)<br>Manufacturer, Producer, or<br>Processor Primary Seller.<br><br>Merchant Exporter or other secondary<br>seller. |
| 17. Importer's Name and Address.    |                                 |                    |   |

*Information as to Agents' Commissions, Domestic and Foreign*

- |                      |                |  |
|----------------------|----------------|--|
| 18. Names of Agents. | 19. Addresses. | 20. Commissions in invoice Amt. paid or to<br>be paid. |
|----------------------|----------------|--|

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*Contract and price Information*

- |                    |                              |                      |                        |                             |
|--------------------|------------------------------|----------------------|------------------------|-----------------------------|
| 21. Contract Date. | 22. Contract Shipping Terms. | 23. Contract Amount. | 24. Contract quantity. | 25. Contract Unit<br>Price. |
|--------------------|------------------------------|----------------------|------------------------|-----------------------------|

ANNEXURE VIII TO MINISTRY OF COMMERCE AND INDUSTRY PUBLIC NOTICE No. 7-ITC-(PN)/62, DATED 13TH JANUARY 1962.

**NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT OF GREASES (PART V-8) AND MINERAL OILS [PART V-17(a)] OF THE I.T.C. SCHEDULE.**

- (1) D.L.F. Number and date of Loan Agreement.
- (2) Name of Borrower: The President of India.
- (3) Name and Address of Purchaser (if different from Borrower).
- (4) Description of proposed purchase, with specifications stated in terms of U.S. standard, giving sizes, quantities, basis of quotation (e.g., whether quotations are to be on FAS Port of Exit, C&F, or other basis), etc., and indicating any special conditions applicable to the purchase. Where description does not include details needed by suppliers to prepare quotations, the purchaser will indicate the address in the U.S. or abroad where such detail is available. The phrase "with specifications stated in terms of U.S. standards" means: expressed in terminology which is readily understandable by U.S. commercial trade and which will enable U.S. suppliers to submit quotations without further interpretation.
- (5) Purchaser's Number, if any.
- (6) Quotations will be accepted until \_\_\_\_\_ (date).
- (7) Cabled quotations will (     ) will not (     ) be accepted. If yes, give cable address.
- (8) Shipment date, if set.

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Authorised Representative)

Approved:

\_\_\_\_\_  
Ministry of Commerce and Industry.

K. T. SATARAWALA,  
Chief Controller of Imports and Exports.

